

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No.: 1:22-cv-21042-JLK

JUAN RESTREPO, and other similarly situated)
individuals,)
)
Plaintiff(s),)
)
v.)
)
MOBILE AUTO REPAIR, INC., RAYMOND)
TORRES, and ESPERANZA TORRES,)
)
Defendants.)
_____)

**JOINT MOTION FOR APPROVAL OF THE PARTIES' FLSA SETTLEMENT
AGREEMENT AND DISMISSAL OF THE CASE WITH PREJUDICE**

Plaintiffs, JUAN RESTREPO, EMMANUEL HERNANDEZ, and ENRIQUE REYES (“Plaintiffs”), and Defendants MOBILE AUTO REPAIR, INC., RAYMOND TORRES, and ESPERANZA TORRES, (collectively, “Defendants”), by and through undersigned counsel, hereby file this Joint Motion for Approval of the Parties’ Settlement Agreement, and Dismissal of FLSA the Case with Prejudice, and in support, state as follows:

Plaintiffs filed this action on April 7, 2022, alleging two counts: Counts I Violation of the FLSA Against the Corporate Defendants (Unpaid Overtime Wages), and Counts II Violation of the FLSA Against the Individual Defendants (Unpaid Overtime Wages).

To ensure that the employer is relieved of liability under the Fair Labor Standards Act (the “FLSA”), a compromise must be either supervised by the Secretary of Labor or must be approved by the District Court. *See Lynn’s Food Stores, Inc. v. United States*, 679 F. 2d 1350 (11th Cir. 1982). To approve the settlement, the Court should determine that the compromise is a fair and reasonable resolution of a bona fide dispute over FLSA provisions. *Id.* at 1354. If the settlement terms meet the aforementioned criteria, the Court should approve the settlement in order to promote the policy of

encouraging settlement of litigation. *Id.*; see also *Sneed v. Sneed's Shipbuilding, Inc.*, 545 F. 2d 537, 539 (5th Cir. 1977).

Courts are encouraged to approve settlements accomplished through negotiation in cases where the plaintiff is represented by counsel and therefore placed in an adversarial setting. In detailing the circumstances justifying court approval of an FLSA settlement in a litigation context, the Eleventh Circuit stated:

Settlements may be permissible in the context of a suit brought by employees under the FLSA for back wages because initiation of the action by the employees provides some assurance of an adversarial context. The employees are likely to be represented by an attorney who can protect their rights under the statute. Thus, when the parties submit a settlement to the court for approval, the settlement is more likely to reflect a reasonable compromise of disputed issues than a mere waiver of statutory rights brought by an employer's overreaching. If a settlement in an employee FLSA suit does reflect a reasonable compromise over issues, such as FLSA coverage or computation of back wages that are actually in dispute, we allow the district court to approve the settlement in order to promote the policy of encouraging settlement of litigation.

Lynn's Food Stores, 679 F.2d at 1354. Here, Plaintiffs were represented by counsel, and, thus, fairness concerns are not implicated regarding settlement of the FLSA dispute. See *Martin v. Spring Break '83 Prods., LLC*, 688 F.3d 247 (5th Cir. 2012); see also *Fernandez v. A-1 Duran Roofing, Inc.*, Case No. 12-CV-20757, 2013 WL 684736, * 1 (S.D. Fla. 2013).

In the instant action, Plaintiffs claimed, in part, that they worked for Defendants as employees and that during the time they were employed, they were not properly paid for all hours worked. Defendants adamantly denied Plaintiffs' claims. During this litigation, the Parties have propounded and responded to discovery, had several in-depth discussions on damages and additionally exchanged detailed information concerning Plaintiffs' respective employment with Defendants, including Plaintiffs' pay, hours worked, vacation time, and time records.

During mediation on Friday, January 6, 2023, through a review of the applicable records and to avoid the costs and uncertainty of litigation, the Parties negotiated a settlement of all overtime wage claims by Plaintiffs against Defendants. Accordingly, the Parties submit the settlement agreement

executed by Plaintiffs, JUAN RESTREPO, EMMANUEL HERNANDEZ, and ENRIQUE REYES and Defendants, MOBILE AUTO REPAIR, INC., RAYMOND TORRES, and ESPERANZA TORRES, for the Court's review and approval. *See* the Parties' Settlement Agreement pertaining to Plaintiffs' overtime wage claims, attached hereto as **Exhibit "A"** (the "Agreement"). The Parties respectfully request that the Court approve the terms of the settlement agreement pursuant to *Lynn's Food Stores*, retain jurisdiction to enforce the Settlement Agreement, and dismiss the Complaint with prejudice upon making a finding that the Agreement is approved.

The settlement of Plaintiffs' claims is for a total of \$42,000.00, representing \$26,723.00 in unpaid overtime, \$14,000.00 in attorney's fees, and \$1,777.00 in costs ("settlement amount"), broken down as follows:

- (a) To Juan Restrepo the sum of **\$8,907.67**, less applicable taxes;
- (b) To Emmanuel Hernandez the sum of **\$8,907.67**, less applicable taxes;
- (c) To Enrique Reyes, the sum of **\$8,907.66**, less applicable taxes; and
- (d) To Saenz & Anderson, PLLC, the sum of **\$14,000.00** as attorneys' fees and **\$1,777.00** as costs.

See Exhibit A at ¶5. The attorney's fees and costs concerning the above-styled action have been negotiated and will be paid *separately* from Plaintiffs' recovery. Counsel for Plaintiffs further stipulates that the amount recovered by Saenz & Anderson, PLLC in attorney's fees and costs is fair and reasonable, and that they accept this reduced amount in full satisfaction of the attorneys' fees and costs incurred on the Plaintiffs' behalf for Plaintiffs' overtime wage claims. A copy of the Plaintiffs' counsel Declaration, outlining Plaintiffs' fees and costs billed to date, attached hereto as **Exhibit "B"**.

Given the Parties' respective positions on the issues raised in the operative complaint, the Parties agree that they would incur great expense litigating these issues through trial. Given the amount claimed, and the possibility of Plaintiffs recovering nothing additional to what was previously offered by Defendants, the Parties agree that the settlement amount is a fair compromise for Plaintiffs' overtime wage claims.

It is the Parties' contention that in light of the issues in dispute, the amount received by Plaintiffs is a fair and reasonable settlement and should be approved by this Court. The Parties further state that there was no undue influence, overreaching, collusion or intimidation in reaching the settlement agreement.

All Parties were counseled and represented by their respective attorneys throughout the litigation and settlement process.

WHEREFORE, the Parties respectfully request that Court enter an Order (a) approving the terms of the settlement agreement, and (2) dismissing the case with prejudice with the Court to retain jurisdiction to enforce the terms of the settlement agreement. A copy of a proposed Order granting the instant motion is attached hereto as **Exhibit "C"**.

Dated: January 13, 2023.

Respectfully submitted,

s/ Tanesha W. Blye

Tanesha Walls Blye

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R. Martin Saenz

E-mail: msaenz@saenzanderson.com

SAENZ & ANDERSON, PLLC

20900 NE 30th Avenue, Ste. 800

Aventura, Florida 33180

Telephone: (305) 503-5131

Facsimile: (888) 270-5549

Counsel for Plaintiffs

s/ Chris Kleppin

Chris Kleppin

Fla. Bar No. 625485

chris@kleppinlaw.com

The Kleppin Law Firm

8751 W. Broward Blvd, Suite 105

Plantation, FL 33324

Tel. (954) 424-1933

Secondary E-Mail:

assistant@gkemploymentlaw.com

Counsel for Defendant

Exhibit A

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between MOBILE AUTO REPAIR, INC., RAYMOND TORRES, and ESPERANZA TORRES (referred to throughout this Agreement as “MOBILE AUTO REPAIR”) and JUAN RESTREPO, ENRIQUE REYES, and EMMANUEL HERNANDEZ on behalf of themselves, their heirs, executors, administrators, successors, and assigns (singularly and collectively referred to throughout this Agreement as “RESTREPO, REYES, AND HERNANDEZ”).

WHEREAS, a dispute has arisen between RESTREPO, REYES, AND HERNANDEZ and MOBILE AUTO REPAIR concerning allegations that RESTREPO, REYES, AND HERNANDEZ have made in a lawsuit styled as *JUAN RESTREPO, and all others similarly situated v. MOBILE AUTO REPAIR, Inc., RAYMOND TORRES, and ESPERANZA TORRES*, Case No. 22-21042 (S.D. Fla.), in the District Court in the Southern District of Florida (referred to hereafter as the “Lawsuit”);

WHEREAS, MOBILE AUTO REPAIR denies the validity of RESTREPO, REYES, AND HERNANDEZ’s claims and denies that it is subject to any liability;

WHEREAS, the parties wish to resolve and settle their differences without resort to further litigation; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, which covenants and agreements constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

1. **Recitals.** The parties acknowledge that the “WHEREAS” clauses preceding Paragraph 1 are true and correct, and are incorporated herein as material parts to this Agreement.

2. **Consideration.** In consideration for signing this Agreement and compliance with the promises made herein, MOBILE AUTO REPAIR (on behalf of itself) shall pay to RESTREPO, REYES, AND HERNANDEZ and their attorneys the total sum of FORTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$42,000.00), to be paid within 30 days of the Effective Date (defined in paragraph 2(j)), and is allocated as follows:

a. MOBILE AUTO REPAIR shall issue payment in the amount of EIGHT THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$8,907.67) made payable to “JUAN RESTREPO” for which the appropriate IRS Form 1099 may be issued.

b. MOBILE AUTO REPAIR shall issue payment in the amount of EIGHT THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND SIXTY-SEVEN CENTS

(\$8,907.67) made payable to “ENRIQUE REYES” for which the appropriate IRS Form 1099 may be issued.

c. MOBILE AUTO REPAIR shall issue payment in the amount of EIGHT THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND SIXTY-SIX CENTS (\$8,907.66), made payable to “EMMANUEL HERNANDEZ” for which the appropriate IRS Form 1099 may be issued.

d. MOBILE AUTO REPAIR shall issue payment in the amount of FIFTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$15,277.00), made payable to “SAENZ & ANDERSON, P.L.L.C.” The payment referenced in this subparagraph 2(d) represents the recovery of attorneys’ fees (\$13,500.00) and/or costs (\$1,777.00), for which the appropriate IRS Form 1099 shall be issued.

e. The settlement proceeds discussed above shall be delivered to counsel for RESTREPO, REYES, AND HERNANDEZ within thirty (30) days of the satisfaction of all of the following conditions precedent:

- (1) receipt by counsel for MOBILE AUTO REPAIR of this Agreement executed by RESTREPO, REYES, AND HERNANDEZ; and
- (2) receipt by counsel for MOBILE AUTO REPAIR of an IRS Form W-9 fully executed by RESTREPO, REYES, AND HERNANDEZ and an IRS Form W-9 fully executed by counsel for RESTREPO, REYES, AND HERNANDEZ.

f. Plaintiffs’ counsel agrees to draft and file a Joint Motion for Approval of FLSA Settlement Agreement which includes dismissal of the Lawsuit with prejudice. Defendants shall only tender payment once the Court has actually granted the Joint Motion which dismisses the case with prejudice.

g. MOBILE AUTO REPAIR also agrees to pay the Plaintiffs share of the mediation costs for the mediation that occurred on January 6, 2023.

h. Any tax obligation arising from the payments made to RESTREPO, REYES, AND HERNANDEZ under subparagraph 2(b) of this Agreement will be RESTREPO, REYES, AND HERNANDEZ’s sole responsibility. RESTREPO, REYES, AND HERNANDEZ agrees to and does indemnify, defend and hold MOBILE AUTO REPAIR harmless for and from any federal, state and local tax liability, including taxes, interest, penalties, and required withholdings, which may be or are asserted against or imposed upon MOBILE AUTO REPAIR by any taxing authority based upon any the failure to withhold any amount from the settlement proceeds for tax purposes, and also for any and all attorneys’ fees and costs incurred by MOBILE AUTO REPAIR in defending any and all such matters.

i. In the event Defendants shall fail to make any payment (either to Plaintiffs or to their attorneys) when due, Plaintiffs and their attorneys, after contacting Defendants in writing through their counsel and waiting 5 business days as a grace period, may proceed with taking a Final Judgment against Defendants for the following amounts (plus interest at the highest

rate allowable by law): (1) the balance then remaining after credit for payments made to that date; plus (2) liquidated damages of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) to Plaintiffs (broken down as \$2,500.00 to each Plaintiff); and (3) liquidated damages of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) to SAENZ & ANDERSON, PLLC. The parties agree that the Court retains jurisdiction to enforce the terms of the settlement agreement, and specifically reserves the right to award attorney's fees for enforcement of the settlement agreement.

j. This Agreement shall not become effective, therefore, and none of the benefits set forth in this paragraph will become due or payable, until after the Effective Date of this Agreement. As to the consideration supporting the release/waiver of claims contained in Paragraph 4, the "Effective Date" is defined as the first day after MOBILE AUTO REPAIR has received all of the items described in this Paragraph 2(e).

3. **No Consideration Absent Execution of this Agreement.** RESTREPO, REYES, AND HERNANDEZ understands and agree that they would not receive the monies and/or benefits specified in paragraph "2" above, except for their execution of this Agreement and the fulfillment of the promises contained herein. The payment reflected in paragraph 2 is made in full and final settlement and resolution of the Lawsuit.

4. **Release of Claims by RESTREPO, REYES, AND HERNANDEZ.** RESTREPO, REYES, AND HERNANDEZ knowingly and voluntarily release and forever discharge, to the full extent permitted by law, MOBILE AUTO REPAIR, L.L.C., its parent corporations, affiliates, subsidiaries, divisions, predecessors, successors and assigns, joint employers, and the current and former employees, officers, directors, owners, and agents thereof, as well as the managing members of MOBILE AUTO REPAIR, L.L.C., and their heirs, executors, administrators, successors, and assigns (all collectively referred to throughout this Release Provision as "the Released Parties"), of and from any and all claims, known and unknown, asserted and unasserted, RESTREPO, REYES, AND HERNANDEZ has or may have against the Released Parties as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Family and Medical Leave Act of 1993, as amended;
- The Immigration Reform and Control Act, as amended;
- The Fair Labor Standards Act, as amended;
- The Equal Pay Act, as amended;
- The Age Discrimination in Employment Act; as amended;
- The Americans with Disabilities Act, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The Florida Civil Rights Act – Fla. Stat. § 760.01 et seq.;
- The Florida Whistle Blower Act – Fla. Stat. § 448.101 et seq.;

- The Florida Minimum Wage Law – Fla. Stat. § 448.110;
- Any claim for unpaid wages in an action under Fla. Stat. § 448.08 and/or any other Florida law relating to the payment of wages;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; and
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

Nothing in this Agreement (including, but not limited, to the release of claims, affirmations, confidentiality, and non-disparagement provisions) (a) limits or affects RESTREPO, REYES, AND HERNANDEZ's right to challenge the validity of this Agreement under the ADEA or the OWBPA or (b) prevents RESTREPO, REYES, AND HERNANDEZ from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or other information, or (c) prevents RESTREPO, REYES, AND HERNANDEZ from exercising her rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees, although by signing this Agreement RESTREPO, REYES, AND HERNANDEZ is waiving their right to recover any individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by RESTREPO, REYES, AND HERNANDEZ or on their behalf by any third party, except for any right they may have to receive a payment from a government agency (and not MOBILE AUTO REPAIR) for information provided to the government agency. In exchange for this release, MOBILE AUTO REPAIR gives RESTREPO, REYES, AND HERNANDEZ a reciprocal release.

RESTREPO, REYES, AND HERNANDEZ are not waiving any rights they may have to benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; to pursue claims which by law cannot be waived by signing this Agreement; and/or to enforce this Agreement.

MOBILE AUTO REPAIR agrees to provide a reciprocal release to RESTREPO, REYES, and HERNANDEZ.

5. **Affirmations.**

a. RESTREPO, REYES, AND HERNANDEZ affirm that they have not filed, caused to be filed, or presently are a party to any claim, complaint, or action against MOBILE AUTO REPAIR in any forum or form, except for the Lawsuit.

b. RESTREPO, REYES, AND HERNANDEZ further affirms that they have been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which they may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to them, except as provided for in this Agreement.

c. RESTREPO, REYES, AND HERNANDEZ furthermore affirm that they have no known workplace injuries or occupational diseases.

6. **No Further Provision of Services.** RESTREPO, REYES, AND HERNANDEZ permanently, unequivocally, and unconditionally waive any and all rights that they may now have, may have had in the past, or may have in the future to obtain or resume the provision of services to MOBILE AUTO REPAIR and/or any of the Released Parties. RESTREPO, REYES, AND HERNANDEZ agrees never to apply for the provision of services with MOBILE AUTO REPAIR and/or any of the Released Parties. RESTREPO, REYES, AND HERNANDEZ agrees that if, for some reason, they are rehired by MOBILE AUTO REPAIR or a Released Party, their provision of services will be immediately terminated upon the discovery of same. RESTREPO, REYES, AND HERNANDEZ further understand and agree that upon the termination of their provision of services, they shall make no claim whatsoever as a result of such.

7. **Non-Disparagement.** RESTREPO, REYES, AND HERNANDEZ agrees that they will not in the future (a) talk about or otherwise communicate to any third party in a malicious, disparaging or defamatory manner regarding MOBILE AUTO REPAIR and/or Released Parties, or (b) make or authorize to be made any written or oral statement that may disparage the reputation of MOBILE AUTO REPAIR. This term is material to the Released Parties and if the Plaintiffs violate this provision, it is considered a material breach of this Agreement which extinguishes any duty on the part of the Released Parties set forth herein. RESTREPO, REYES, AND HERNANDEZ warrant that they have not violated this clause between the date they sign this Agreement, at which time the Parties agreed to it (if RESTREPO, REYES, AND HERNANDEZ really did so, same is a material breach of the Agreement). RAYMOND TORRES AND ESPERENZA TORRES of MOBILE AUTO REPAIR likewise agrees that they will not in the future talk about or otherwise communicate to any third party in a malicious, disparaging, or defamatory manner regarding RESTREPO, REYES, AND HERNANDEZ or make or authorize to be made any written or oral statement that may disparage the reputation of RESTREPO, REYES, AND HERNANDEZ. In the event MOBILE AUTO REPAIR is contacted by a prospective employer of RESTREPO, REYES, and/or HERNANDEZ while still being operated by the TORRES', it shall limit information provided to dates of service, position held, and compensation. No comment(s) shall be made, expressly or impliedly, regarding RESTREPO, REYES, and/or HERNANDEZ'S termination and/or eligibility for rehire.

8. **Confidentiality and Nondisclosure.**

a. In consideration of the obligations under this Agreement, RESTREPO, REYES, AND HERNANDEZ agree that this Agreement, the terms and conditions hereof, and the underlying facts and circumstances of the claims alleged in the Lawsuit are strictly, and shall forever remain, confidential, and that they, nor their respective heirs, agents, executors, administrators, attorneys, legal representatives, directors, officers, and assigns shall disclose or disseminate any information concerning any such terms to any third person(s), including, but not limited to, representatives of the media or former employees of MOBILE AUTO REPAIR, under any circumstances, except that they may disclose the terms of this Agreement to their attorneys, accountants, tax advisors and other similar professionals or the Internal Revenue Service, bank regulators or other appropriate federal or state agencies ("Third Parties"). Any Third Party to whom such disclosure is made shall agree in advance to be bound by the terms of this paragraph. If RESTREPO, REYES, AND HERNANDEZ are required to disclose this Agreement, its terms

or underlying facts pursuant to court order and/or subpoena, then they shall so notify MOBILE AUTO REPAIR, in writing via facsimile or U.S. Postal mail, within 5 week days of receipt of such court order or subpoena, and simultaneously provide a copy of such court order or subpoena. The notice shall be provided in accordance with Paragraph 19 below.

b. The Parties acknowledge and agree that the terms of paragraph 9(a) are a material inducement for the execution of this Agreement. Any actual or threatened disclosure or dissemination, other than as described above in paragraph 9(a), of this Agreement, the terms and conditions hereof, and/or the underlying facts and circumstances of the claims alleged in the Lawsuit, will be regarded as a breach of this Agreement and a cause of action shall immediately accrue for damages and injunctive relief. RESTREPO, REYES, AND HERNANDEZ is prohibited from suggestion that they beat any or all of the Released Parties in Court or prevailed in the suit, or suggest that they obtained a sum of money from one or more of the Released Parties. RESTREPO, REYES, AND HERNANDEZ warrants that they have not violated this clause between the date they sign this Agreement and the date of the settlement, at which time the Parties agreed to it (if RESTREPO, REYES, AND HERNANDEZ really did so, same is a material breach of the Agreement).

c. RESTREPO, REYES, AND HERNANDEZ further acknowledge and agree that, as of the date they have executed this Agreement, they and/or their respective heirs, agents, executors, administrators, attorneys, legal representatives, directors, officers, and assigns, have not disclosed or disseminated any information concerning this Agreement, the terms and conditions hereof, and the underlying facts and circumstances of the claims alleged in the Lawsuit to any third person(s), including, but not limited to, representatives of the media or former employees of MOBILE AUTO REPAIR, under any circumstances, and that they agree to never solicit anyone to sue MOBILE AUTO REPAIR. This acknowledgment does not apply to their attorneys, accountants, or tax advisors.

9. **Nonadmission of Wrongdoing.** The parties agree that neither this Agreement nor the furnishing of the consideration for this Release shall be deemed or construed at anytime for any purpose as an admission by MOBILE AUTO REPAIR or Released Parties of any liability or unlawful conduct of any kind.

10. **Governing Law and Interpretation.** This Agreement shall be governed and conformed in accordance with the laws of the State of Florida without regard to its conflict of laws provision. In the event that any party breaches any provision of this Agreement, the parties affirm that they may institute an action to specifically enforce any term or terms of this Agreement. The prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party in any enforcement action.

11. **Severability.** Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

12. **Headings.** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretive of the contents of such provision.

13. **Amendment.** This Agreement may not be modified, altered, or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

14. **Binding Nature of Agreement.** This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, partners, limited partners, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, divisions, parents, subsidiaries, parents' subsidiaries, affiliates, partners, limited partners, successors, and assigns. RESTREPO, REYES, AND HERNANDEZ expressly warrant that they have not transferred to any person or entity any rights or causes of action, or claims released by this Agreement.

15. **Selective Enforcement.** The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed to be a waiver or relinquishment thereof, and the same shall continue in full force and effect.

16. **Copy of Agreement Valid.** The parties agree that executed copies of this Agreement shall be valid and binding, in the event the original executed counterparts to the Agreement are missing.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. RESTREPO, REYES, AND HERNANDEZ acknowledges that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to accept this Agreement, except for those set forth in this Agreement.

18. **Attorneys' Fees and Costs.** In the event of any litigation arising from a breach of the Agreement, the prevailing party shall be entitled to recovery any remedy or right it or she/they may have at law or in equity, including but not limited to, her/their/its reasonable attorneys' fees and costs.

19. **Notice Requirements:** Each notice ("Notice") provided for under this Agreement, must comply with the requirements as set forth in this paragraph. Each Notice shall be in writing and sent by e-mail addressed to the appropriate Party, receipt requested, as hereinafter provided. Each Notice shall be effective upon being so emailed, but the time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed email address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) days' prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

TANESHA BLYE, ESQ.
SAENZ & ANDERSON, P.L.L.C.
20900 N.E. 30th Avenue
Suite 800
Aventura, FL 33180

tblye@saenzanderson.com
Counsel for Plaintiffs

and

CHRIS KLEPPIN, ESQ.
The Kleppin Law Firm
8751 W. Broward Blvd., Suite 105
Plantation, FL 33324
chrisn@kleppinlaw.com
Counsel for Defendants

*

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RESTREPO, REYES, AND HERNANDEZ ARE HEREBY ADVISED THAT THEY HAVE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE. RESTREPO, REYES, AND HERNANDEZ ARE FURTHER ADVISED THAT THEY SHOULD CONSULT WITH COUNSEL BEFORE SIGNING THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE TO DISCUSS THE TERMS OF THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE.

HAVING ELECTED TO EXECUTE THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN PARAGRAPH 2 ABOVE, RESTREPO, REYES, AND HERNANDEZ FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THEY HAVE OR MIGHT HAVE AGAINST MOBILE AUTO REPAIR, ND/OR ALL OF THE RELEASED PARTIES.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Confidential Settlement Agreement and General Release as of the date(s) set forth below:

MOBILE AUTO REPAIR, INC.



ID jyZxqhCwVkrLK5oyjZe8f8h6

JUAN RESTREPO

By: _____

Name: _____

Title: _____

Date: _____

Date: 1/6/2023


ID haLuSk2ijrw1mptoKNjk5nWm

ENRIQUE REYES

Date: 1/6/2023


ID wC3T9vTNx13LyqCfJhpLQRsd

EMMANUEL HERNANDEZ

Date: 1/6/2023

RAYMOND TORRES

Date: _____

ESPERENZA TORRES

Date: _____

tblye@saenzanderson.com
Counsel for Plaintiffs

and

CHRIS KLEPPIN, ESQ.
The Kleppin Law Firm
8751 W. Broward Blvd., Suite 105
Plantation, FL 33324
chrisn@kleppinlaw.com
Counsel for Defendants

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IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Confidential Settlement Agreement and General Release as of the date(s) set forth below:

MOBILE AUTO REPAIR, INC.

By: Raymond Turner **PRESIDENT**

Name:

Title:

Date: 1-7-2023


JUAN RESTREPO

ID jyzxqhCwVtRLK5oyjZeRf8h6

JUAN RESTREPO

Date: 1/6/2023


Date: 1/6/2023



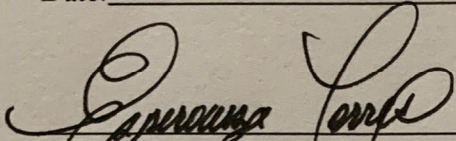
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EMMANUEL HERNANDEZ

Date: 1/6/2023


RAYMOND TORRES

Date: 1.7.2023


ESPERENZA TORRES

Date: 1-7. 2023

eSignature Details

Signer ID: jyZxqhCwVkRLK5oyjZe8f8h6
Signed by: Juan Restrepo
Sent to email: juan.restrepo0013@gmail.com
IP Address: 166.205.159.108
Signed at: Jan 6 2023, 7:04 pm EST

Signer ID: haLuSk2ijrw1mptoKNjk5nWm
Signed by: Enrique Reyes
Sent to email: enriquereyes2324@gmail.com
IP Address: 107.115.227.61
Signed at: Jan 6 2023, 7:04 pm EST

Signer ID: wC3T9vTNx13LyqCfJhpLQRsd
Signed by: Emmanuel Hernandez
Sent to email: hernandezemmanuel305@gmail.com
IP Address: 73.46.187.44
Signed at: Jan 6 2023, 7:05 pm EST

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No.: 1:22-cv-21042-JLK

JUAN RESTREPO, and other similarly)
situated individuals,)
)
Plaintiff(s),)
)
v.)
)
MOBILE AUTO REPAIR, INC., RAYMOND)
TORRES, and ESPERANZA TORRES,)
)
Defendants.)
)

**DECLARATION OF RUBEN MARTIN SAENZ AS TO ATTORNEY'S
FEES AND COSTS IN SUPPORT OF THE PARTIES' JOINT MOTION FOR
APPROVAL OF ATTORNEY'S FEES AND COSTS PURSUANT FLSA SETTLEMENT**

1. My name is Ruben Martin Saenz. I am the attorney of record for Plaintiffs, JUAN RESTREPO, EMMANUEL HERNANDEZ, and ENRIQUE REYES ("Plaintiffs").

2. I am over the age of eighteen (18) years and fully competent to testify as to the matters set forth in this declaration.

3. This declaration is based on my personal knowledge of attorney's fees and costs to be charged and collected, and upon my review of the books and records of Saenz & Anderson, PLLC, made in the ordinary course of business and held under my supervision and control.

4. I am an owner of Saenz & Anderson, PLLC and have been a licensed and practicing attorney since May 2003. I practice primarily in Miami-Dade and Broward counties in the area of employment law, including wage and hour law. Throughout the years, I have successfully litigated, I believe, over one thousand cases on behalf of employees fighting injustice at the workplace.

5. I graduated from Syracuse University, College of Law in 2002. I have been a member of the Florida Bar since May of 2003. I am also a member of the United States District Court for the Southern District of Florida, the United States District Court for the Middle District of Florida, and the United States Court of Appeals for the 11th Circuit.

6. Since 2003, the primary focus of my practice has been employment law.

7. Throughout my career, my practice has been in both state and federal courts. I have consulted, litigated and tried cases involving employees' rights under the FLSA, Title VII, the Florida Civil Rights Act of 1992, Florida Whistleblower's Act, the Florida Worker's Compensation Act, the Family and Medical Leave Act of 1993 and other employee-related laws.

8. I have been selected as a *Florida Rising Star* by the *Super Lawyers Magazine* in 2012, 2013 and 2014. I have also tried and won what I believe is the largest verdict in a religious discrimination case in Florida.

9. I have authored articles, chapters, and the book written in Spanish titled "*My Rights as an Employee in the U.S., Part 1: The Basic Rights (2010)*." Along with my law partner, Ilona Anderson, I have also coauthored the book titled "How to File for Employment Discrimination with the Equal Employment Opportunity Commission (the EEOC)."

10. My reputation and proven abilities have allowed me to maintain my practice through referrals from attorneys and from former and current satisfied clients.

11. I have prepared (or collaborated in the preparation) and fully reviewed the motion for approval of settlement agreement in the instant action and I attest that the motion is well-grounded in fact and law.

12. The attached billing and expense records specifically indicate the activity performed by my law partner, Ilona Anderson, my firm's Lead Litigation Attorney, Tanesha W.

Blye, my firm associate(s), our support team, and by the undersigned in prosecuting the above-styled action. The referenced billing and expense records are attached hereto as **Exhibit 1** to this declaration.

13. My law partner Ilona Anderson, Mrs. Blye and myself have been selected as three of the top 500 Plaintiff Employment and Civil Rights Lawyers by Lawdragon, in years 2020, 2021 and 2022. Mrs. Blye and I have tried multiple cases together, and in year 2022, we tried and won what I believe is one of the largest verdicts in a sex discrimination and retaliation case in Florida.

14. Mrs. Blye and my firm's legal team are highly experienced in litigating employment matters, including cases under the FLSA.

15. I am of the opinion that the number of hours spent in the instant case was reasonable and necessary considering the nature of this litigation and all the circumstances surrounding it.

16. My firm routinely bills all its FLSA cases for plaintiffs at the rate of \$400.00 per hour for the professional services that are rendered. My hourly rate of \$400.00 per hour reflects Mrs. Blye's and my skills and experience in litigating employment cases and is reasonable considering the relevant legal marketplace. My firm's attorneys, who helped me litigate this case under my supervision, also bill at the rate of \$400.00 per hour or \$250.00 per hour. Their relevant experience is highlighted in my firm's website (<https://www.saenzanderson.com/attorneys/>).

17. Attorneys Juliana Cortes and Aron Smukler, who were Associate Attorneys with my firm, during the litigation of this case, and worked under my supervision and control, billed at a rate of \$400.00 per hour. Particularly, Attorney Cortes has been an attorney for over six (6) years, has experience litigating employment cases for majority of her career, and is knowledgeable in FLSA law. Additionally, Attorney Smukler is knowledgeable in FLSA law, has experience

litigating employment cases and worked for Saenz and Anderson as a paralegal for several years before becoming an associate attorney with the firm.

18. Based upon my experience, familiarity with rates charged by other lawyers, and fees awarded in similar litigation by federal district courts and state circuit courts in Florida, I believe that my rate (and that of those attorneys associated with my firm) of \$400 per hour is reasonable. I also believe that my law clerk and paralegal's rate (\$75 per hour) is also reasonable.

19. I am of the opinion that the work performed was done efficiently and effectively and that the time spent on that work was reasonable and not excessive.

20. The undersigned is seeking compensation for attorneys' fees incurred on behalf of Plaintiff. However, I specifically agree to reduce my total billing invoice to the amount indicated in the settlement agreement and in the Joint Motion for Approval of the Parties' FLSA Settlement Agreement and Dismissal of the Case with Prejudice because I believe such reduction was necessary to help my client reach a favorable settlement in his case and to fully and finally resolve all matters related to Plaintiff's litigation.

21. In addition, the Plaintiff has incurred costs and the undersigned is seeking reimbursement in the reduced amount of \$1,777.00.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DECLARATION AND THAT THE FACTS STATED IN IT ARE TRUE.



R. MARTIN SAENZ, ESQ.



Restrepo, Juan v. Mobile Auto Repair (TL)

Case details generated 01/11/2023

Date Range:

All time▼

Add Time Entry

Billable vs total	Invoiced vs total	Total amount and hours recorded
\$16,435.00	\$0.00	\$16,547.50
64.25 hour(s)	0 hour(s)	65.75 hour(s)

Text Size - +

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Jan 10, 2023	●upload docs	0.05	Mediation report	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jan 9, 2023	●Draft and Finalize	1.30	Joint Motion to Approve FLSA Settlement and to Dismiss Case with Prejudice and Exhibits.	\$400.00/hr	\$520.00	Open	Tanesha Blye
Jan 9, 2023	draft and send	0.15	Per Attorney Blye, drafting and sending the order for the motion to approve the settlement.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Jan 9, 2023	●confer	0.20	with clients to obtain settlement documents.	\$400.00/hr	\$80.00	Open	Tanesha Blye
Jan 9, 2023	settlement	0.25	Uploading and sending the executed tax form and settlement agreement.	\$75.00/hr	\$18.75	Open	Leslie Martinez
Jan 9, 2023	●Communications with client	0.15	Follow up with client Hernandez to sign the w-9.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Jan 9, 2023	●settlement	0.10	Uploading the signed settlement and W-9. Sent reminder to Mr. Hernandez on his W-9	\$75.00/hr	\$7.50	Open	Leslie Martinez
Jan 9, 2023	email	0.10	Sending the W-9 to the client for signature.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Jan 6, 2023	●Mediation	9.40	Attend; negotiate terms of settlement agreement; review, revise and finalize settlement agreement.	\$400.00/hr	\$3,760.00	Open	Tanesha Blye
Jan 6, 2023	●Meeting with	0.80	Conference with client to continue discussion about value of claims and demand at mediation; to finalize declaration	\$400.00/hr	\$320.00	Open	Tanesha Blye
Jan 5, 2023	●Review file and strategize	2.10	Review file and additional documents (time and pay reports, gps reports and test messages) recently received from Plaintiffs Juan Restrepo and Enrique Reyes; prepare for mediation; prepare non-party subpoena to AAA.	\$400.00/hr	\$840.00	Open	Tanesha Blye
Jan 5, 2023	●Mediation	2.40	Assisting Attorney Blye with the Mediation preparations. Saving new client documents to help Attorney Blye with the Mediation. Providing Attorney Blye with a draft settlement agreement in case of an agreement.	\$75.00/hr	\$180.00	Open	Leslie Martinez
Jan 5, 2023	●Draft and Finalize	1.80	continue to draft and finalize Motion for Conditional Certification and Plaintiff and Opt-in Plaintiffs' Declarations.	\$400.00/hr	\$720.00	Open	Tanesha Blye

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Jan 5, 2023	●Mediation	1.60	Confer with all 3 Plaintiff's to prepare for mediation.	\$400.00/hr	\$640.00	Open	Tanesha Blye
Jan 5, 2023	●Meeting	0.60	Per Attorney Blye, speak to clients regarding a list of factual allegations, in preparation for mediation.	\$75.00/hr	\$45.00	Open	Leslie Martinez
Jan 5, 2023	●Meeting	0.25	Sending a zoom invite to the clients for their meeting with Attorney Blye.	\$75.00/hr	\$18.75	Open	Leslie Martinez
Jan 5, 2023	●Review	0.15	Per Attorney Blye, creating the fiscal mediation folder for her preparation.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Jan 5, 2023	●Call and Email	0.40	Calling the clients to confirm meeting with Attorney Blye later today for the preparation of the mediation, also reminding them of the time of the mediation tomorrow.	\$75.00/hr	\$30.00	Open	Leslie Martinez
Jan 4, 2023	●Draft and REVISE	2.10	Continue to draft and revise Motion for Conditional Certification and Declarations to file if case does not settle at mediation.	\$400.00/hr	\$840.00	Open	Tanesha Blye
Jan 3, 2023	●Mediation	0.20	Sent reminders to clients via email and text on their deposition on Friday, 1/6/23, at 10 am via zoom.	\$75.00/hr	\$15.00	Open	Leslie Martinez
Dec 29, 2022	●Deposition	0.15	Sent a reminder to Defenndats Counsel to coordinate deposition. Sent a reminder to Attorney Blye on the Corp Rep topics.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Dec 28, 2022	●Review	0.15	Checking the Judge's instructions on the Initial disclosures.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Dec 27, 2022	●email	0.10	Sent reminder to Attorney Blye on Corp Rep Topics.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Dec 27, 2022	●Administrative	0.80	Draft Lts	\$75.00/hr	\$60.00	Open	Daniella Jimenez
Dec 27, 2022	●Mediation	0.30	Per Attorney Blye, I am confirming that the Letter advising the clients of Mediation was sent. The letter was drafted but not sent. The letter was finalized and sent.	\$75.00/hr	\$22.50	Open	Leslie Martinez
Dec 23, 2022	●email	0.10	Sent a reminder to Defednats Counsel on the initial disclosure meeting.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Dec 19, 2022	●Remainder	0.05	Sent reminder to Attorney Blye on Corp Rep topics.	\$75.00/hr	\$3.75	Open	Leslie Martinez
Dec 13, 2022	●Deposition	0.10	Sent reminder to Attorney Blye on Corp Rep topics.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Dec 8, 2022	●Call	0.05	Per Attorney Blye, Set a meeting with clients to prep for Mediation.	\$75.00/hr	\$3.75	Open	Leslie Martinez
Dec 8, 2022	●Call	0.05	Contacting clients per Attorney Blye's request to meet. No answer left a voicemail.	\$75.00/hr	\$3.75	Open	Leslie Martinez
Dec 5, 2022	●Call with Client	0.10	Client called regarding witness to join lawsuit	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Nov 29, 2022	●Confer and Review	0.45	Meet with clients to gather names of witnesses, if any.	\$75.00/hr	\$33.75	Open	Leslie Martinez

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Nov 22, 2022	●email	0.25	Email reminder to Defendants Counsel on coordinating deposition in the case.	\$75.00/hr	\$18.75	Open	Leslie Martinez
Nov 21, 2022	●Administrative	0.60	Draft Lt	\$75.00/hr	\$45.00	Open	Daniella Jimenez
Nov 21, 2022	●upload docs	0.15	Upload filed notice of mediation Add mediation date to calendar	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Nov 21, 2022	●Mediation	0.50	An agreement to mediate the case was agreed by both parties. Scheduling Mediation with the Mediator. Sending a copy draft of a Mediation Notice to the attorney. Informing Clients about the Mediation date, time, and location.	\$75.00/hr	\$37.50	Open	Leslie Martinez
Nov 16, 2022	●Follow up	0.20	Per Attorney Blye, an email reminder was sent to Defendant's Counsel on the Mediation and the Deposition.	\$75.00/hr	\$15.00	Open	Leslie Martinez
Nov 15, 2022	●Case Review	0.35	Review case Update chart Review deadlines Update tasks	\$75.00/hr	\$26.25	Open	Ursula Lanfranco
Nov 14, 2022	●TC with client	1.20	TC with Client Juan Restrepo in preparation for drafting declaration for Motion for Class Certification.	\$400.00/hr	\$480.00	Open	Tanesha Blye
Nov 14, 2022	●confer	0.15	Per Attorney Blye, a conference with Defendants Counsel and Plaintiff counsel was set.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Nov 11, 2022	●Correspond	0.20	with OC regarding agreement Judge Eade as mediator.	\$400.00/hr	\$80.00	Open	Tanesha Blye
Nov 11, 2022	●email	0.45	Email reminder sent to Defendant Counsel to proceed coordinating Deposition on the cases	\$75.00/hr	\$33.75	Open	Leslie Martinez
Nov 10, 2022	●Correspond	0.20	with OC regarding intent to file Motion for Conditional Certification of Class.	\$400.00/hr	\$80.00	Open	Tanesha Blye
Nov 10, 2022	●Draft	1.10	Motion for Conditional Certification.	\$400.00/hr	\$440.00	Open	Tanesha Blye
Nov 9, 2022	●Strategize and Confer	0.40	Strategy meeting with co-counsel Saenz to determine how to approach Motion for Conditional Certification, considering Defendant's representations in its Answer to Plaintiff's Complaint.	\$400.00/hr	\$160.00	Open	Tanesha Blye
Nov 9, 2022	●upload docs	0.05	Upload Issued Clerk Notice- Attorney Admissions has updated the contact information	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Nov 9, 2022	●upload docs	0.05	Clerk's Notice - Attorney Admissions	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Nov 9, 2022	●Review client's file and docket of events to determine status of case and analyze strategy and next step.	0.65		\$400.00/hr	\$260.00	Open	R. Martin Saenz
Nov 8, 2022	●upload docs	0.15	Upload Notice of Disassociation Upload filed Notice of Pendency	\$75.00/hr	\$11.25	Open	Ursula Lanfranco

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Nov 7, 2022	●email	0.05	Email reminder on Mediation selection was sent to Defendants Counsel.	\$75.00/hr	\$3.75	Open	Leslie Martinez
Nov 3, 2022	●Review & Prepare	0.15	Gathering the final Documents for the Motion of declaration per Attorney Blye.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Nov 3, 2022	●Draft, Revise, and Confer	2.20	Per Attorney Blye, I sent her a copy of a draft Motion on the declaration, a Notice of Declaration, and an Order to go with the Motion. Meet with clients to confirm the information on the declaration.	\$75.00/hr	\$165.00	Open	Leslie Martinez
Nov 2, 2022	●Reveiw	0.35	Meet with Attorney Blye to review the Judges Order on the upcoming deadlines.	\$75.00/hr	\$26.25	Open	Leslie Martinez
Nov 1, 2022	●draft and send	0.35	Per Attorney Blye, I sent her a copy of a Draft Motion for Collection action.	\$75.00/hr	\$26.25	Open	Leslie Martinez
Oct 21, 2022	●email	0.15	Per Attorney Blye, I sent an email reminder to defendant's Counsel to coordinate an initial disclosure meeting.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Oct 21, 2022	●Mediation	0.05	Email Reminder set to Defednats Counsel on Mediation Selection.	\$75.00/hr	\$3.75	Open	Leslie Martinez
Oct 18, 2022	●Review and Strategize	0.30	Review case file to determine which elements of which of Plaintiff's claims have been proven and/or need to be proven.	\$400.00/hr	\$120.00	Open	Tanesha Blye
Oct 18, 2022	●Case Review	0.25	Review case Update chart Review tasks	\$75.00/hr	\$18.75	Open	Ursula Lanfranco
Oct 17, 2022	●email	0.15	Email reminder on Mediator selection was sent to Defendants Counsel.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Oct 17, 2022	●Review client's file and docket of events to determine status of case and analyze strategy and next step.	0.05		\$400.00/hr	\$20.00	Open	R. Martin Saenz
Oct 12, 2022	●Case Review	0.15	Review case Update chart Add workflows Follow up tasks	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Oct 11, 2022	●upload docs	0.05	Upload filed Notice of Appearance	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Oct 11, 2022	●Draft and Serve	0.60	Draft Notice of Appearance for Juliana and file. Serve Discovery packages to OC.	\$75.00/hr	\$45.00	Open	Ana Turcios
Oct 10, 2022	●Discovery	0.75	Make suggested changes to discovery package per TWB.	\$400.00/hr	\$300.00	Open	Juliana Cortes
Oct 10, 2022	●Draft and Confer	0.30	Draft Discovery packages and send to Juliana for her review.	\$75.00/hr	\$22.50	Open	Ana Turcios
Oct 7, 2022	●Discovery requests	0.90	Review, revise and finalize draft discovery to Defendants.	\$400.00/hr	\$360.00	Open	Tanesha Blye
Oct 7, 2022	●Case Review	0.20	Strategize on cases.	\$75.00/hr	\$15.00	Open	Ana Turcios

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Oct 7, 2022	●Case Status Report	0.20	Strategize on cases.	\$400.00/hr	\$80.00	Open	Juliana Cortes
Oct 7, 2022	●Strategize	0.20	Strategize with TWB discovery.	\$400.00/hr	\$80.00	Open	Juliana Cortes
Oct 6, 2022	●email	0.30	Email Tanesha the Notices of Consent to Join.	\$75.00/hr	\$22.50	Open	Ana Turcios
Oct 6, 2022	●Discovery	1.00	Review file and draft discovery.	\$400.00/hr	\$400.00	Open	Juliana Cortes
Oct 5, 2022	●Case Review	0.15	Review case Update chart Follow up tasks	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Oct 5, 2022	●email	0.45	Beginning to coordinate the Deposition.	\$75.00/hr	\$33.75	Open	Leslie Martinez
Sep 29, 2022	●Analyze and Strategize case	0.20	Review case file and strategize next steps.	\$400.00/hr	\$80.00	Open	Tanesha Blye
Sep 26, 2022	●Review & Strategize	0.15	Reviewed the case. Judge's Order does not require the parties to mediate the cases, but Plaintiff would like to participate in mediation. An email following up on a Mediator selection was sent to the Defendants.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Sep 22, 2022	●draft and send	0.45	Prepare letters to clients to provide the status of the cases. Email reminder to Defendants Counsel on the Initial Disclosures conference.	\$75.00/hr	\$33.75	Open	Leslie Martinez
Sep 22, 2022	●Review Emails	0.10	Receive, and review email.	\$400.00/hr	\$40.00	Open	Juliana Cortes
Sep 21, 2022	●Confer and Prepare	0.10	Meet with Legal Assistant Ana about the Initial Disclosures to be drafted and Served.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Sep 21, 2022	●Draft and Confer	0.80	Prepare template draft discovery package to send to Defendants; confer with attorney to prepare template.	\$75.00/hr	\$60.00	Open	Ana Turcios
Sep 20, 2022	●Receive, Review and Docket	0.05	certificate of interested persons filed by defendants.	\$400.00/hr	\$20.00	Open	R. Martin Saenz
Sep 16, 2022	●upload docs	0.05	Upload filed Certificate of interested parties	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Sep 16, 2022	●Review Emails	0.10	Receive, and review email.	\$400.00/hr	\$40.00	Open	Juliana Cortes
Sep 16, 2022	●Review and Send	0.20	Reviewing Court Order on Mediation; Follow up with Defendants' counsel to select a Mediator; confer with Attorney Blye regarding mediation.	\$75.00/hr	\$15.00	Open	Leslie Martinez
Aug 31, 2022	●Case Status Report	0.25	Review case Update chart Add contact to Mycase	\$75.00/hr	\$18.75	Open	Ursula Lanfranco
Aug 29, 2022	●Mediation	0.15	Beginning to coordinate the Mediation in the case. Email to Defendants Counsel to select Mediator was sent.	\$75.00/hr	\$11.25	Open	Leslie Martinez
Aug 26, 2022	●Mediation	0.05	Review mediation deadlines added	\$75.00/hr	\$3.75	Open	Ursula Lanfranco

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Aug 24, 2022	●Review and Approve	0.35	Review and Approval of certificate of interested persons and notice of pendency with TWB and AT	\$400.00/hr	\$140.00	Open	Juliana Cortes
Aug 24, 2022	●Draft & File	0.30	Certificate of Interested Party and Notice of Pendency of Action	\$75.00/hr	\$22.50	Open	Ana Turcios
Aug 24, 2022	●Receive, Review and Docket	0.40	Scheduling Order; assign tasks to associates.	\$400.00/hr	\$160.00	Open	R. Martin Saenz
Aug 23, 2022	●Call with Client	0.10	Conference call with client regarding trial date; conference with attorney regarding client inquiry.	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Aug 23, 2022	●Review Emails	0.10	Receive, and review email	\$400.00/hr	\$40.00	Open	Juliana Cortes
Aug 23, 2022	●Trial	0.85	Trial order Upload Add deadlines reminders Do letter to client Envelope Scan upload send	\$75.00/hr	\$63.75	Open	Ursula Lanfranco
Aug 19, 2022	●Receive, Review and Docket	0.10	Scheduling Order.	\$400.00/hr	\$40.00	Open	R. Martin Saenz
Aug 19, 2022	●Call with Client	0.10	client called for an update on his case.	\$75.00/hr	\$7.50	Open	Ana Turcios
Aug 19, 2022	●Service of Process on Defendant(s)	0.15	UPLOAD ROS CALENDAR DEADLINE	\$75.00/hr	\$11.25	Open	Ana Turcios
Aug 19, 2022	●upload docs	0.10	ANSWER AND AFFIRMATIVE DEFENSES	\$75.00/hr	\$7.50	Open	Ana Turcios
Aug 18, 2022	●Receive, review, docket and analyze trial and discovery strategy based on document reviewed re:	0.40	answer and affirmative defenses.	\$400.00/hr	\$160.00	Open	R. Martin Saenz
Aug 18, 2022	●upload docs	0.05	Notice of Appearance	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Aug 17, 2022	●Draft & File	0.25	Notice of Appearance	\$75.00/hr	\$18.75	Open	Ursula Lanfranco
Aug 17, 2022	●Review Emails	0.10	Receive, and review email	\$400.00/hr	\$40.00	Open	Juliana Cortes
Aug 17, 2022	●Draft and Confer	0.40	NOA	\$75.00/hr	\$30.00	Open	Ana Turcios
Aug 15, 2022	●Service of Process on Defendant(s)	0.10	f/u	\$75.00/hr	\$7.50	Open	Ana Turcios
Aug 11, 2022	●Service of Process on Defendant(s)	0.10	f/u	\$75.00/hr	\$7.50	Open	Ana Turcios
Aug 9, 2022	●Case Review	0.15	Update chart	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Aug 8, 2022	●Review, Research, and Confer	0.20	review and research court order and applicable laws and defenses, and confer regarding motion for relief from order on Defendants' motion for extension of time	\$275.00/hr	\$55.00	Open	Aron Smukler
Aug 5, 2022	●confer	0.05	regarding draft certificate	\$275.00/hr	\$13.75	Open	Aron Smukler

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Aug 5, 2022	●Review, Research, and Confer	0.25	review status of service, research where to serve defendant, and confer with process server	\$275.00/hr	\$68.75	Open	Aron Smukler
Jul 29, 2022	●Review and Confer	0.10	review status of service on individual defendant and confer regarding service	\$275.00/hr	\$27.50	Open	Aron Smukler
Jul 26, 2022	●upload docs	0.10	ORDER GRANTING DEFENDANTS' PARTIALLY UNOPPOSED MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFF'S COMPLAINT	\$75.00/hr	\$7.50	Open	Ana Turcios
Jul 26, 2022	●Receive and Review	0.05	order granting defendant's motion for extension of time	\$275.00/hr	\$13.75	Open	Aron Smukler
Jul 25, 2022	●Receive and Review	0.10	Defendants' Partially Unopposed Motion for Extension of Time	\$275.00/hr	\$27.50	Open	Aron Smukler
Jul 25, 2022	●Review and Confer	0.15	review correspondence regarding additional time for defendants to respond to complaint and confer regarding additional time for defendants to respond to complaint	\$275.00/hr	\$41.25	Open	Aron Smukler
Jul 25, 2022	●Call	0.15	w/OC's assistant, requesting an extension of time to respond to Complaint	\$75.00/hr	\$11.25	Open	Ana Turcios
Jul 25, 2022	●Call	0.10	Defendants call to speak with Ana, Attorney Aron's assistant.	\$75.00/hr	\$7.50	Open	Leslie Martinez
Jul 22, 2022	●Service of Process on Defendant(s)	0.05	f/u	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 19, 2022	●upload docs	0.10	ROS status	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Jul 18, 2022	●Service of Process on Defendant(s)	0.10	f/u & email Aron to respond to Roberto's latest status	\$75.00/hr	\$7.50	Open	Ana Turcios
Jul 18, 2022	●Service of Process on Defendant(s)	0.05	f/u	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 14, 2022	●Review, Research, & Confer	0.45	review status of service, research defendants, and confer with process server and co-counsel	\$275.00/hr	\$123.75	Open	Aron Smukler
Jul 13, 2022	●Review and Confer	0.10	review notice by clerk regarding entries of parties and confer with co-counsel	\$275.00/hr	\$27.50	Open	Aron Smukler
Jul 13, 2022	●Review client's file and docket of events to determine status of case and analyze strategy and next step.	0.20		\$400.00/hr	\$80.00	Open	R. Martin Saenz
Jul 12, 2022	●Service of Process on Defendant(s)	0.10	f/u	\$75.00/hr	\$7.50	Open	Ana Turcios
Jul 12, 2022	●Review	0.05	Review documents in the file uploaded properly	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jul 11, 2022	●Receive, Review and Docket	0.10	ORDER GRANTING PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO SERVE DEFENDANTS.	\$400.00/hr	\$40.00	Open	R. Martin Saenz

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Jul 11, 2022	●upload docs	0.05	Clerk's Notice to Filer: ERROR	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 11, 2022	●Review and Draft	0.10	review clerk's notice to filer and draft notice of parties listed	\$275.00/hr	\$27.50	Open	Aron Smukler
Jul 11, 2022	●Receive and Review	0.05	ORDER GRANTING PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO SERVE DEFENDANTS	\$275.00/hr	\$13.75	Open	Aron Smukler
Jul 8, 2022	●Review, Draft, and File	0.25	review notice of consent to join by Reyes, and draft/file notice of filing notice of consent to join	\$275.00/hr	\$68.75	Open	Aron Smukler
Jul 8, 2022	●upload docs	0.05	Upload notices consent to join	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jul 8, 2022	●upload docs	0.10	Upload NOTICE by JUAN RESTREPO OF FILING NOTICE OF CONSENT TO JOIN and ORDER	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Jul 8, 2022	●Review and Confer	0.05	review status and confer with clerk	\$275.00/hr	\$13.75	Open	Aron Smukler
Jul 7, 2022	●Service of Process on Defendant(s)	0.05	f/u	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 7, 2022	task	0.05	Review pending tasks.	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jul 7, 2022	●upload docs	0.05	Upload ROS	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jul 6, 2022	●upload docs	0.10	2022-07-06 FILED RETURN OF SERVICE ON ESPERANZA TORRES	\$75.00/hr	\$7.50	Open	Ana Turcios
Jul 6, 2022	●Follow up	0.05	approval of Notices and Certificates	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 6, 2022	●Service of Process on Defendant(s)	0.05	f/u w/Roberto	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 5, 2022	●Review and Confer	0.05	review status of service and confer with process server	\$275.00/hr	\$13.75	Open	Aron Smukler
Jul 5, 2022	Review	0.05	Review uploads to be in the correct folder.	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jul 5, 2022	●upload docs	0.10	P's MET TO SERVE Ds	\$75.00/hr	\$7.50	Open	Ana Turcios
Jul 5, 2022	●Review, Draft, File, and Confer	0.50	review status of service and docket, draft/file motion for extension of time and confer with Court	\$275.00/hr	\$137.50	Open	Aron Smukler
Jul 1, 2022	●Calendar	0.05	review deadline: Restrepo,Juan/Deadline to file a MET to serve Defendants is due July 5th.	\$75.00/hr	\$3.75	Open	Ana Turcios
Jul 1, 2022	●Service of Process on Defendant(s)	0.10	f/u w/Roberto on serving individual def	\$75.00/hr	\$7.50	Open	Ana Turcios
Jun 29, 2022	●confer	0.05	with process server regarding service on the defendants	\$275.00/hr	\$13.75	Open	Aron Smukler
Jun 28, 2022	●Follow up	0.05	SOP request	\$75.00/hr	\$3.75	Open	Ana Turcios

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DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Jun 27, 2022	●Review, Research, and Confer	0.25	review correspondence from OC, research location of defendants, and confer with process server	\$275.00/hr	\$68.75	Open	Aron Smukler
Jun 24, 2022	●upload docs	0.05		\$75.00/hr	\$3.75	Open	Ana Turcios
Jun 24, 2022	●Call	0.10	w/OC	\$75.00/hr	\$7.50	Open	Ana Turcios
Jun 24, 2022	●Service of Process on Defendant(s)	0.10		\$75.00/hr	\$7.50	Open	Ana Turcios
Jun 24, 2022	●Review and Confer	0.25	review status of service, correspondence, and report, and confer with RL	\$275.00/hr	\$68.75	Open	Aron Smukler
Jun 23, 2022	●upload docs	0.05	ROS status	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jun 23, 2022	●Review and Confer	0.10	review status of service and correspondence from clerk and confer with process server	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 23, 2022	●Service of Process on Defendant(s)	0.05		\$75.00/hr	\$3.75	Open	Ana Turcios
Jun 21, 2022	●Review and Confer	0.10	review status of service and confer re status of service	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 17, 2022	●upload docs	0.10	ROS status	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Jun 17, 2022	●Service of Process on Defendant(s)	0.05	f/u	\$75.00/hr	\$3.75	Open	Ana Turcios
Jun 16, 2022	●Review and Confer	0.15	review correspondence from clerk, review status of service, and confer with clerk	\$275.00/hr	\$41.25	Open	Aron Smukler
Jun 16, 2022	●Review and Confer	0.10	review status of service and confer with clerk	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 16, 2022	●Review	0.05	Uploaded documents to be in the correct folder	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jun 15, 2022	●upload docs	0.05	ROS status	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Jun 14, 2022	●Receive and Review	0.10	receive Summons Returned Executed and review status of service on individual defendants	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 10, 2022	●Confer with Clerk	0.10	re service	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 9, 2022	●Review and Confer	0.15	review status of service and addresses and confer re status	\$275.00/hr	\$41.25	Open	Aron Smukler
Jun 8, 2022	●upload docs	0.10	ROS statu	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Jun 7, 2022	●Service of Process on Defendant(s)	0.10	f/u	\$75.00/hr	\$7.50	Open	Ana Turcios
Jun 3, 2022	●Strategize and Confer	0.10	strategize re status and confer with clerk	\$275.00/hr	\$27.50	Open	Aron Smukler
Jun 2, 2022	●Service of Process on Defendant(s)	0.10		\$75.00/hr	\$7.50	Open	Ana Turcios

Case 1:22-cv-21042-JLK Document 31 Entered on FLSD Docket 01/13/2023 Page 32 of 37							
DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Jun 2, 2022	●Review, Research, and Confer	0.25	review status of service, research location of defendants, and confer with clerk	\$275.00/hr	\$68.75	Open	Aron Smukler
May 26, 2022	●Review, Research, and Confer	0.20	review status of service, research named defendants, and confer with clerk	\$275.00/hr	\$55.00	Open	Aron Smukler
May 5, 2022	●upload docs	0.10	ROS status	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
May 5, 2022	●upload docs	0.10	ROS status	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
May 2, 2022	●Review, Research, and Confer	0.20	review status of service, research location of Ds, and confer with AT	\$275.00/hr	\$55.00	Open	Aron Smukler
Apr 28, 2022	●upload docs	0.10	Upload Notice of filing	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Apr 26, 2022	●Review	0.10	uploads	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Apr 25, 2022	●upload docs	0.15	Client documents	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Apr 22, 2022	●Draft and File	0.20	notice of filing notice of consent to joint	\$275.00/hr	\$55.00	Open	Aron Smukler
Apr 22, 2022	●Review and Confer	0.10	review status of service on defendants and confer with AT	\$275.00/hr	\$27.50	Open	Aron Smukler
Apr 13, 2022	●Receive and Review	0.10	correspondence with client re status	\$275.00/hr	\$27.50	Open	Aron Smukler
Apr 13, 2022	task	0.35	Review tasks Draft letter Scan, upload and send letter Do envelope	\$75.00/hr	\$26.25	Open	Ursula Lanfranco
Apr 13, 2022	●Confer with Clerk	0.05	UL re deadlines	\$275.00/hr	\$13.75	Open	Aron Smukler
Apr 13, 2022	●Calendar	0.20	Review calendar and deadlines	\$75.00/hr	\$15.00	Open	Ursula Lanfranco
Apr 12, 2022	●Draft and Confer	0.10	draft notice of filing notice of consent to join and confer with co-counsel	\$275.00/hr	\$27.50	Open	Aron Smukler
Apr 11, 2022	●Review	0.05	Review uploaded documents to be in the correct folder	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Apr 11, 2022	●Review, Research, and Confer	0.35	review status of service, research defendants' location, and confer with AT	\$275.00/hr	\$96.25	Open	Aron Smukler
Apr 11, 2022	●upload docs	0.05	Upload Notice length of trial	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Apr 11, 2022	●Review, Draft, and File	0.25	review order requiring notice of estimated trial length, and draft/file notice	\$275.00/hr	\$68.75	Open	Aron Smukler
Apr 11, 2022	●Review and Confer	0.10	review correspondence re opt-in and confer with UL	\$275.00/hr	\$27.50	Open	Aron Smukler
Apr 8, 2022	Review	0.10	Review uploaded documents to be in the correct file	\$75.00/hr	\$7.50	Open	Ursula Lanfranco
Apr 8, 2022	●Prepare	0.35	notice of filing; notice opt; send for signature.	\$75.00/hr	\$26.25	Open	Ursula Lanfranco

DATE	ACTIVITY	DURATION	DESCRIPTION	RATE	TOTAL	STATUS	USER
Apr 7, 2022	●receive, review and docket notice of Judge assignment; create tasks for certificates of interested parties and notice of pendency of other actions.	0.20		\$400.00/hr	\$80.00	Open	R. Martin Saenz
Apr 7, 2022	●Review	0.05	Review uploaded documents to be in the correct file	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Apr 7, 2022	●Review and Confer	0.10	review summonses issued to the defendants and confer with AT	\$275.00/hr	\$27.50	Open	Aron Smukler
Apr 7, 2022	●Receive and Review	0.05	Clerks Notice of Judge Assignment to Senior Judge James Lawrence King	\$275.00/hr	\$13.75	Open	Aron Smukler
Apr 7, 2022	●upload docs	0.15	Upload filed complaint and summons	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Apr 7, 2022	●File complaint	0.60		\$75.00/hr	\$45.00	Open	Ana Turcios
Apr 7, 2022	●Research and Confer	0.15	research location of defendant and confer with AG	\$275.00/hr	\$41.25	Open	Aron Smukler
Apr 6, 2022	●Revise and Confer	0.65	revise complaint and confer with AT	\$275.00/hr	\$178.75	Open	Aron Smukler
Mar 29, 2022	●Review	1.30	client's file, correspondence sent and notes from file; prepare first draft complaint.	\$400.00/hr	\$520.00	Open	R. Martin Saenz
Mar 29, 2022	●Call with Client	0.05	Client called to approve complaint	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Mar 29, 2022	●Call with Client	0.15	Call client to approve complaint Send email Send text message	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Mar 28, 2022	●Review	0.05	Review uploaded client documents	\$75.00/hr	\$3.75	Open	Ursula Lanfranco
Mar 15, 2022	●Review and Confer	0.10	review letter to defendant and confer with co-counsel	\$275.00/hr	\$27.50	Open	Aron Smukler
Feb 25, 2022	Correspondence	0.30	Letter to employer; Scan, upload send; Do envelope.	\$75.00/hr	\$22.50	Open	Ursula Lanfranco
Feb 25, 2022	●Finalize and Confer	0.10	finalize letter to employer and confer with UL	\$275.00/hr	\$27.50	Open	Aron Smukler
Feb 24, 2022	●Review, Revise, and Confer	0.40	review file, revise demand letter, and confer with co-counsel	\$275.00/hr	\$110.00	Open	Aron Smukler
Feb 22, 2022	●Review	0.90	file and prepare demand letter.	\$450.00/hr	\$405.00	Open	R. Martin Saenz
Feb 17, 2022	●Call with Client	0.20	Conference with client regarding case update; confer with attorney regarding client inquiry.	\$75.00/hr	\$15.00	Open	Ursula Lanfranco
Feb 3, 2022	Review	0.15	Review tasks	\$75.00/hr	\$11.25	Open	Ursula Lanfranco
Jan 17, 2022	●Receive and Review	0.05	correspondence re client's documents	\$275.00/hr	\$13.75	Open	Aron Smukler
Jan 17, 2022	●Open File	0.50	Open case file	\$75.00/hr	\$37.50	Open	Ursula Lanfranco



Restrepo, Juan v. Mobile Auto Repair (TL)

Case details generated 01/11/2023

[Add Expense](#)

DATE	ACTIVITY	QUANTITY	COST	DESCRIPTION	TOTAL	STATUS	USER
Aug 15, 2022	Service of Process on Defendant(s)	1.0	\$585.00	To be served on: RAYMOND TORRES	\$585.00	Open	Thor A Garcia
Jul 6, 2022	Service of Process on Defendant(s)	1.0	\$480.00	To be served on: ESPERANZA TORRES	\$480.00	Open	Thor A Garcia
Jun 13, 2022	Service of Process on Defendant(s)	1.0	\$210.00	To be served on: MOBILE AUTO REPAIR, INC. C/O RAYMOND TORRES	\$210.00	Open	Thor A Garcia
Apr 7, 2022	Flat fee for copying and postage per retainer agreement	1.0	\$100.00		\$100.00	Open	Ana Turcios
Apr 7, 2022	File complaint	1.0	\$402.00		\$402.00	Open	Ana Turcios

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No.: 1:22-cv-21042-JLK

JUAN RESTREPO, and other similarly)
situated individuals,)
)
Plaintiff(s),)
)
v.)
)
MOBILE AUTO REPAIR, INC., RAYMOND)
TORRES, and ESPERANZA TORRES,)
)
Defendants.)
_____)

**ORDER GRANTING JOINT STIPULATION OF DISMISSAL WITH PREJUDICE AND
JOINT MOTION FOR APPROVAL OF THE PARTIES' FLSA SETTLEMENT
AGREEMENT WITH PREJUDICE**

THIS CAUSE arose before the Court on the Parties' this Joint Stipulation of Dismissal with Prejudice and Joint Motion for Approval of the Parties' FLSA Settlement Agreement [ECF No. ____]. The above-styled action arose pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* and, therefore, requires Court Approval. *Lynn's Food Stores, Inc. v. United States*, 679 F. 2d 1350, 1353 (11th Cir. 1982) ("When employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness"). This Court, being fully advised in the premises, and upon review of the Parties' Joint Motion and the Parties' settlement agreement, it appears to the Court that the settlement is fair and reasonable, and due cause exists to grant the Motion, approve the FLSA settlement agreement. Therefore, it is hereby

ORDERED AND ADJUDGED that the settlement agreement is **APPROVED** by the Court and this action is **DISMISSED WITH PREJUDICE**, with each party to bear their own costs and attorney's fees except as otherwise agreed. All pending motions are denied as moot.

DONE AND ORDERED in Southern District of Florida, Miami Division, this ___ day of January 2023.

JAMES LAWRENCE KING
UNITED STATES DISTRICT JUDGE

cc: All counsel of record